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**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

CHARDE EVANS, on behalf of herself, and  
all others similarly situated,

Plaintiff,

v.

WAL-MART STORES, INC., and DOES 1  
through 50, Inclusive,

Defendant.

Case No.: 2:10-CV-1224-JCM-VCF

**DECLARATION OF JOSHUA D. BUCK  
IN SUPPORT OF PLAINTIFF'S  
UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

I, Joshua D. Buck, being duly sworn, upon oath, deposes and says:

1. The following declaration is based upon my own personal observation and knowledge, and if called upon to testify to the things contained herein, I could competently so

1 testify.

2 2. I am an attorney at law and Partner with Thierman Buck, LLP. I am admitted to  
3 practice law in the states of California and Nevada, and the United States District Court District  
4 of Nevada, Northern District of California, Southern District of California, Central District of  
5 California, the Sixth Circuit Court of Appeals, the Ninth Circuit Court of Appeals, the Eleventh  
6 Circuit Court of Appeals, and the United States Supreme Court. Attached hereto as Exhibit A  
7 is a current CV which lists my qualifications and case experience.

8 3. I am one of the attorneys of record for Plaintiffs Charde Evans and Lisa  
9 Pizzurro-Westcott in this action against Defendant Wal-Mart Stores Inc. ("Walmart"). I have  
10 handled all aspects of this litigation from the lower court proceedings to the appellate process  
11 and including the negotiations of the Settlement Agreement. This Declaration in support of  
12 final approval adopts the terms and conditions set forth in the "Joint Stipulation of Settlement  
13 and Release between Plaintiff and Defendant" ("Settlement"), *see* ECF No. 128-1.

14 **Case Specific Information and Summary of Settlement Negotiations**

15 4. This action has been heavily litigated. Plaintiff Evans filed her first motion to  
16 certify class on July 24, 2012, and renewed it on April 2, 2013. (ECF Nos. 39 and 49.) On  
17 January 24, 2014, the Court granted Walmart's motion for summary judgment and denied  
18 Plaintiff's first renewed motion to certify class as moot. (ECF No. 60.) The Ninth Circuit  
19 reversed the Court's grant of summary judgment and remanded. (ECF No. 69.) The Ninth  
20 Circuit held that Evans was entitled to seek waiting time penalties under NRS §§ 608.040 and  
21 608.050 because: (1) Walmart's settlement with the Nevada Labor Commissioner did not  
22 address waiting time penalties, (2) overtime pay is a form of wages under both NRS § 608.040  
23 and Nevada law, and (3) Evans was employed pursuant to an oral contract. (ECF No. 69.) .

24 5. After the Ninth Circuit's reversal and remand, Plaintiff filed a second renewed  
25 motion for class certification. (ECF No. 70.) The case was subsequently stayed, pending the  
26 determination by the Nevada Supreme Court's decision on whether or not a private right of  
27 action exists to pursue claims under NRS Chapter 608. *Neville v. Eighth Judicial District*  
28 *Court in & for County of Clark*, 406 P.3d 499 (2017). On December 7, 2017, the Nevada

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Supreme Court decided *Neville*, holding that “NRS Chapter 608 provides a private right of action for unpaid wages.” *Neville*, 406 P.3d at 500. On December 29, 2017, Plaintiff renewed her motion for class certification. On July 11, 2018, the Court partially granted Plaintiff’s motion, certifying a class of employees who voluntarily terminated employment with Walmart under NRS § 608.040. (ECF No. 100.) The court ordered the Parties to brief the content and timing of the class notice.

6. The case was subsequently stayed to allow Parties to engage in private mediation. (ECF No. 102.) The Parties engaged in three mediation sessions, but the mediations were unsuccessful. On November 7, 2018, Plaintiff filed a motion to amend the partial certification order, and a motion to amend complaint to add an additional plaintiff, Ms. Pizzurro-Westcott, who could represent a class of employees who terminated their employment with Wal-Mart involuntarily, under NRS 608.040 and NRS 608.050. (ECF Nos. 106-107.) The Court denied Plaintiff’s motions on July 24, 2019. (ECF No. 114.)

7. Next, the Parties filed a discovery plan and agreed upon a proposed notice to the certified class. (ECF Nos. 116 and 122.) At the same time, the Parties continued the settlement dialogue, and after a year of contentious, arm’s length negotiations following the last mediation session, the Parties settled this case.

8. Finally, on February 24, 2020 the Court granted Plaintiffs’ unopposed Motion for Preliminary Approval of Class Action Settlement and allowed Plaintiff Lisa Pizzurro-Westcott to be added as a Named representative Plaintiff. (ECF No. 129.)

9. Throughout the last 10 years, this case has been subject to numerous dispositive motions, gone up on appeal to the Ninth Circuit, and has been stayed pending the resolution of one of the most critical issues in Nevada’s wage an hour law of the last decade—whether employees have a private right of action to bring claims for unpaid wages and penalties. Having participated in every aspect of all of the motion practice and having been the attorney who argued the critical private right of action issue before the Nevada Supreme Court in *Neville v. Terrible Herbst*, I am intimately aware of the hurdles that Plaintiffs had to overcome to even be in a position to negotiate a settlement in this case. There have been 3 formal

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mediations in this case and years of informal settlement discussions that resulted in the Parties' settlement. During those discussions, the Parties fully set forth their relative strengths and weaknesses of continued litigation.

**Settlement Agreement Provides Significant Value**

10. In my opinion, the settlement achieved in this case represents an exceptional result on behalf of all Class Members. Specifically, the \$8,700,000.00 gross recovery for Class Members is significant considering the risks of further litigation, the various legal arguments as to the appropriateness of class-wide relief in this action (in particular claims on behalf of employees who voluntarily ended their employment), and the liability and amount owed to class members.

11. As set forth in the Court's Preliminary Order (ECF No. 129) the Settlement provides for a maximum settlement amount of \$8,700,000.00. Out of that amount, the following approximate breakdown applies: (a) \$5,640,000.00 in estimated settlement funds to the Class; (b) no more than \$50,000.00 in fees and expenses to the Claims Administrator; (c) \$15,000.00 Incentive Payment to Plaintiff and Class Representative Charde Evans, and \$5,000.00 to proposed Plaintiff and Class Representative Lisa Pizzurro-Westcott for their service as Class Representatives; (d) \$2,900,000.00 in attorneys' fees (approximately one-third of the maximum settlement amount); and (e) no more than \$65,000.00 in litigation costs.

12. Given the significant legal and factual uncertainty relating to these defenses, the \$8,700,000.00 settlement represents a satisfactory recovery based on the alleged violations. The potential liability for Defendant for Plaintiffs' claim for 30-day wages for all terminated employees (both voluntarily and involuntarily terminated) was approximately \$9,612,004.80. Thus, the settlement of \$8,700,000.00 represents over 90% of the potential recovery for 30-day wages.

13. The settlement represents a significant recovery on behalf of the Class given the risks associated with this case and the decade long contentious litigation including extensive motion practice, an appeal to the Court of Appeals for the Ninth Circuit, and multiple mediation sessions. This is especially applicable to the members of the Involuntary

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Termination Class who, based on the Court's partial certification order, and its further denial to add a class representative for the Involuntarily Terminated Class, may be (based on Defendant's arguments) outside of the statute of limitations and hence without any legal recourse to obtain their continuation wages.

14. Myself and my Partner, Mark R. Thierman, along with our co-Counsel at the Markham Law Firm and the United Employees Law Group have extensive experience in wage and hour class actions, as well as class action litigation generally. Accordingly, we have conducted a thorough investigation into the facts of this case and have diligently pursued an investigation of the claims against Walmart, including, but not limited to: (i) reviewing relevant documents; (ii) researching the applicable law and the potential defenses; (iii) developing the arguments for class certification and other significant motions on the merits; (iv) litigating these issues at the District Court and in the Ninth Circuit; and (v) advocating for the rights of the certified and non-certified class. Based on our own independent investigation and evaluation, Settlement Class Counsel are of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interest of the Settlement Class Members in light of all known facts and circumstances, including the risk of significant delay, the defenses asserted by Walmart, trial risk, and continued appellate risk.

**Ms. Evan's and Ms. Pizzuro-Westcott's Service Awards Are Well Deserved**

15. The requested enhancement payment of \$15,000.00 to the named Plaintiff Charde Evans is fair and reasonable. Plaintiff Charde Evans has been a named Plaintiff in this action for over 10 years, assisting her counsel at multiple stages of litigation throughout the decade-plus long litigation which included appellate review and contentious litigation. Plaintiff also participated in multiple call conferences with counsel, provided and reviewed documents and pleadings, and was on standby during three mediation sessions. Further, Plaintiff incurred personal risk in bringing this lawsuit on behalf of the other persons in the Class and could have been held liable for Defendants' costs if they were ultimately unsuccessful in resolving the case and her potential employment opportunities could (and can still be) impacted because of her public participation in this lawsuit.

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16. The requested enhancement payment of \$5,000.00 to the named Plaintiff Lisa Pizzurro-Westcott is fair and reasonable. Ms. Pizzurro-Westcott, stepped in to represent a group of the involuntarily terminated employees, and made herself available to further assist counsel in this litigation, even though she lives in New York. Further, Plaintiff incurred personal risk in bringing this lawsuit on behalf of the other persons in the Class and could have been held liable for Defendants' costs if they were ultimately unsuccessful in resolving the case and her potential employment opportunities could (and can still be) impacted because of her public participation in this lawsuit.

### **Settlement Administration**

17. The Claims Administrator, Simpluris flawlessly carried out the Court's Order to facilitate Notice of the Settlement to 4,358 Class Members. The Notice and disclosures to the Class Member contained sufficient information to all Class Members to make an informed decision about whether to participate, opt-out, or object to the Settlement. The named-Plaintiffs' enhancement and attorneys' fees and cost award are prominently displayed on the Notice. The claim form was simple and straightforward. The Settlement and Notice further provided that following the Notice period the Court will hold a final fairness hearing to provide final review of the Settlement and an additional opportunity for the Parties and Class Members to address any issues raised by the Class Members and/or the Court. No requests for exclusion and no objections were received by Simpluris or Class Counsel.

18. Only 208 Notice packets of the 4,348 mailed were undeliverable. One-hundred and thirty-five (135) Class Members provided valid claim forms. This represents 3.7% of the net settlement fund or \$209,420.00. Of the 151 claims, there are 77 claims from the Voluntary Terminations Class and 74 claims from the Involuntary Termination Class. The highest claim mount is approximately \$2,625.00, the average claim amount is approximately \$1,387.00, and the lowest claim amount is approximately \$365.00.

19. The Court approved Simpluris, Inc. to serve as the Settlement Administrator in its Preliminary Approval Order including the allocation of up to \$50,000.00 in costs for the administration. This amount was also included on the Notice to Class Members and no Class

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Members objected. Simpluris has since provided an invoice for their services in the amount of \$36,805.00. *See* Cita Dec., ¶ 13. Accordingly, I believe that the fee of \$36,805.00 for services rendered by Simpluris should be finally approved.

#### Attorneys' Fees

20. In addition to my experience as set forth in paragraph 2 and the accompanying CV, my law Partner, Mark R. Thierman's experience is set forth in his declaration filed concurrently herewith.

21. In addition, our Associate Leah L. Jones has devoted significant hours in the prosecution of this action. Ms. Jones is admitted to practice law in the states of California and Nevada. I am also admitted to the United States District Court District of Nevada, Central District of California, Northern District of California, Eastern District of California, Southern District of California, the United States Court of Appeals for the Ninth Circuit, and the Supreme Court of the United States. She has been and Associate at Thierman Buck, LLP since 2013 and has been working exclusively on employee matters. In this case, she has assisted in drafting and review of motions, legal research, and communication between Co-Counsel, Defense Counsel, and the Claims Administrator.

22. Thierman Buck, LLP is one of only two firms in Northern Nevada that practice wage and hour law with an emphasis on class action litigation on behalf of employee-plaintiffs. On average, Thierman Buck, LLP receives 3-5 calls per day from potential clients seeking redress for unpaid wages and other employment related concerns. As a result of having accepted this particular case and having invested attorney time, Plaintiffs' Counsel has been precluded from taking additional cases.

23. Over the past ten (10) years, the Thierman Buck law firm has spent significant time in the litigation of this case as specified in the case history above. This time included attorney time in the form of investigating the claims and drafting pleadings, law and motion practice, reviewing documents and researching legal authorities, handling all aspects of the appeal to the Ninth Circuit, preparing for and attending three mediation sessions, and extensive



1 communications and meetings among the parties and counsel, solely on a contingency fee  
2 basis with no guarantee whatsoever of any recovery.

3 24. Class Counsel disclosed that a contingency fee of one-third would be sought and  
4 the retainer agreement signed by Plaintiffs set forth the fact that the attorneys' fees in this case  
5 must be approved by the court up to 33.3% of the total recovery. In addition, the Notice to  
6 Class Members included the amount of fees sought by Class Counsel and no Class Member  
7 objected.

8 25. Furthermore, the work done on this case to date and the continued work on this  
9 case will necessarily preclude other work. While it is true, Plaintiffs' Counsel was not  
10 required to take Plaintiffs' case, upon taking this case, Thierman Buck, LLP was bound by  
11 both the ABA Rules of Professional Conduct and the Nevada Rule of Professional Conduct,  
12 specifically, but not limited to: Rule 1.1 to competently represent Plaintiff with thoroughness  
13 and preparation reasonably necessary for the representation; Rule 1.3 to act with reasonable  
14 diligence and promptness in representing a client; and, Rule 2.1, as an advisor, exercise  
15 independent professional judgment and render candid advice by referring not only to the law  
16 but to other considerations such as moral, economic, social and political factors, that may be  
17 relevant to the client's situation. Class Counsel will continue to competently and diligently  
18 represent all Settlement Class Members throughout the claim processing, for questions, and  
19 concerns to make sure each Class Member receives his or her settlement.

### 20 Costs

21 26. Thierman Buck, LLP's expenses in this matter equal a total of \$23,742.43.  
22 These expenses were reasonable expended and necessary in furtherance of the litigation.  
23 These expenses are reflected in the books and records of Class Counsel's firms and a true and  
24 correct itemization of those costs is attached hereto as Exhibit B. Additionally, Class Counsel  
25 will likely incur an additional \$1,500.00 should in-person travel for the Final Approval hearing  
26 be allowed.

27 27. In addition, our co-counsel have expended \$16,888.55 for the Markham Law  
28 Firm and \$1,863.63 for the United Employees Law Group. Thus, the combined expenses



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1 incurred by Class Counsel equal a total of \$43,994.61, which is less than the \$65,000.00  
 2 indicated in the Notice to Class Members. Because no Class Members objected to the Costs  
 3 and because the actual amount is significantly less, Class Counsel seeks a total reimbursement  
 4 of \$43,994.61 in expenses incurred during the course of the litigation.

### 5 **Conclusion**

6 1. In sum, the terms and conditions of this Settlement are the result of lengthy,  
 7 intensive arms-length negotiations between the Parties resulting in a compromise beneficial to  
 8 the Class Members. It is my opinion that the Settlement is fair, reasonable, and adequate;  
 9 therefore, I respectfully request that the Court grant final approval of the Settlement.

10 I declare under penalty of perjury under the laws of the United States of America and the  
 11 State of Nevada that the foregoing is true and correct.

12 Executed on June 5, 2020, in Reno, Nevada.

13  
 14 /s/Joshua D. Buck

15 Joshua D. Buck

### 16 **Index of Exhibits**

17	<b>Exhibit A</b>	Josh Buck CV	6 Pages
18	<b>Exhibit B</b>	Thierman Buck, LLP Costs & Expenses	3 Pages

# **EXHIBIT A**

Joshua D. Buck CV

# **EXHIBIT A**



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**Joshua D. Buck**  
**Partner, Thierman Buck LLP**

## **Case Experience**

*Walden, et al. v. State of Nevada; Nevada Department of Corrections*, 941 F.3d 350 (9<sup>th</sup> Cir. 2019) (affirming lower court decision and holding that the State of Nevada has waived its sovereign immunity from a suit for wages under the FLSA)

*In re: Amazon.Com, Inc. Fulfillment Ctr. Fair Labor Standards Act (FLSA) & Wage & Hour Litig.*, 905 F.3d 387 (6<sup>th</sup> Cir. 2018) (reversing lower court decision and holding that Nevada wage-hour statutes do not follow federal Portal-to-Portal Act)

*Neville v. Eighth Judicial Dist. Court in & for Cty. of Clark*, 406 P.3d 499 (Nev. 2017) (successfully arguing in the Nevada Supreme Court that Nevada employees had a private right of action to sue for unpaid wages in court)

*Cesarz, et al. v. Wynn Las Vegas, LLC, et al.*, 816 F.3d 1080 (9<sup>th</sup> Cir. 2016) consolidated on appeal with *Oregon Rest. & Lodging Ass'n v. Perez* (successfully arguing on appeal that the 2011 Department of Labor tip pooling Regulations were valid, and the district court erred in dismissing the action)

*Evans v. Wal-Mart Stores, Inc.*, No. 14-16566, 2016 WL 4269904, at \*1 (9<sup>th</sup> Cir. Aug. 15, 2016) (reversing lower court decision and holding that waiting time penalties were recoverable for overtime pay violations)

*Busk v. Integrity Staffing Solutions, Inc.*, 713 F.3d 525 (9<sup>th</sup> Cir. Nev. Apr. 12, 2013) (holding that plaintiffs could bring hybrid FLSA collective actions and Rule 23 class action in the same action), rev'd on other grounds by *Integrity Staffing Sols., Inc. v. Busk*, 135 S. Ct. 513, 190 L. Ed. 2d 410 (2014) (wherein the Supreme Court held that the time spent undergoing mandatory anti-theft screenings at the end of the workday was a non-compensable postliminary activity pursuant to the Portal to Portal Act)

*Martinez v. John Muir Health*, Case No. 4:17-cv-05779-CW (N.D. Cal.) (\$9.5 million collective and class action settlement on behalf of patient care employees who worked off the clock)

*Baltimore v. Lifetime Fitness*, Case No. A-18-782512-C (Clark County, Nevada, District Court) (\$500,000 class settlement on behalf of hourly-paid employees for off the clock work and improperly overtime rate calculations)

*Hernandez v. Rabobank*, Case No. S-1500-cv-284159LHB (Kern County, California Superior Court) (\$1,050,000 class settlement for failure for pay minimum wage and overtime pay to Mortgage Loan Officers, Loan Officers and other commissioned employees)

*Deweese, et al v. ITS National LLC*, Case No. 3:18-cv-00375-MMD-WGC (D. Nev.) (\$675,000 collective and class settlement on behalf of employees who were misclassified as exempt and were not paid the proper overtime premium under the federal Fair Labor Standards Act and Nevada wage and hour law)

*Dimizio v. Blazin Wings*, Case No. A-18-771424-C (Clark County, Nevada, District Court) (\$1,921,327.57 class settlement for shift jamming and failure to pay daily overtime)

*Jolly, et al v. XPO Logistics Inc*, Case No. 4:17-cv-00186-FJG (United States District Court, Western District of Missouri) (\$5,900,000 collective and class settlement on behalf of misclassified sales and carrier representatives for unpaid wages, including straight time, and overtime)

*Zimmerman v. Buddha Entertainment*, Case No. 2:18-v-01460-JAD-CWH (D. Nev.) (\$500,000 class settlement for Nevada minimum wage and overtime violations)

*Williams v. WG Stateline LLC; Paragon Gaming, Inc.; Neva One LLC; Hard Rock Hotel & Casino LLC*, Case No. A-18-769883-C (Clark County, Nevada, District Court) (\$520,000 class settlement on behalf of employees at various hotel/resort/ casino properties for unpaid wages, overtime wages, and breach of contract for failure to pay employees for pre-shift work)

*Pierce v. Encore Health Resources, LLC*; Case No. 3:18-cv-04097-WHO (United States District Court, Northern California District) (\$2,378,000 collective and class settlement on behalf of non-exempt consultants for failure to pay wages due, overtime wages, and to provide accurate wage statements)

*Saldana, et al. v. SMX, LLC*, Master File No. 14-MC-2504 (W.D. Ky.) (\$3,773,002.50 class action settlement on behalf of persons who worked at Amazon.com fulfillment warehouses in California for the time spent going through the anti-theft security screening at the beginning of the meal period and at the end of the shift)

*Robert Mina, et al. v. Amazon.com, Inc., et al.*, Case No 15-2-23879-5-SEA (King County, Wash.) (\$2.5 million settlement on behalf of Amazon fulfillment warehouse workers for being required to undergo security screenings before their lunch breaks and at the end of the shift)

*Mesa Zeleke v. Ike Gaming, Inc., et al.*, Case No. A-18-769220-C (Clark County, Nevada, District Court) (\$700,000 class settlement for Nevada minimum wage violations)

*Mustafa Yousif, et al. v. The Venetian Resort, LLC, et al.*, Case No. 2:16-cv-02941-RFB-NJK (D. Nev.) (\$1.225 million class settlement for Fair Credit Reporting Act (FCRA) violations)

*Monique Woods v. American Homes 4 Rent, LP*, Case No. A-18-777456-C (Clark County, Nevada, District Court) (\$500,000 class settlement on behalf of call center employees for off the clock work and improperly overtime rate calculations)

*London Aaron v. Wenevada, LLC*, Case No. A-18-777457-C (Clark County, Nevada, District Court) (\$600,000 class settlement for shift jamming and failure to pay daily overtime)

*Anthony Hernandez v. PJ Las Vegas, LLC, et al.*, Case No. A-17-762477-C (Clark County, Nevada, District Court) (\$600,000 class settlement for shift jamming and failure to pay daily overtime)

*Christy McSwiggin, et al. v. Omni Limousine*, Case No. 2:14-cv-02172-JCM-NJK (D. Nev.) (\$200,000 settlement on behalf of 15 opt-in plaintiffs for unpaid minimum and overtime wages)

*Robert Greene, et al. v. Jacob Transportation Services, LLC, et al.*, Case No. 2:09-cv-00466-GMN-CWH (D. Nev.) (\$1.4 class settlement on behalf of limo drivers who were denied their minimum and overtime wages)

*Emil Botezatu v. Las Vegas Limousines, LLC*, Case No. 2:16-cv-00397-RFB-PAL (D. Nev.) (\$718,416.10 class settlement on behalf of limousine drivers where were not compensated weekly overtime)

*Woodrow Tompkins, et al. v. Farmers Group Inc., et al.*, Case No. 14-cv-03737-JFL (E.D. Pa.) (\$775,000 class settlement on behalf of insurance adjusters for pre and post shift work)

*Jeremy Ortiz, et al. v. American Casino & Entertainment Properties, LLC*, Case No. A-17-756093-C (Clark County, Nevada, District Court) (\$1.075 million class settlement for unlawful rounding of employee hours)

*Steven James v. WG-Harmon, LLC, et al.*, Case No. A-17-761091-C (Clark County, Nevada, District Court) (\$900,000 class settlement for unlawful rounding of employee hours)

*Anthony Windom, et al. v. K-Kel, Inc.*, Case No. A-17-765720-C (Clark County, Nevada, District Court) (\$1 million class settlement for Nevada minimum wage violations)

*Afrouz Nikmanesh, et al. v. Wal-Mart Stores, Inc.*, Case No. 8:15-cv-00202-AG-JCG (C.D. Cal.) (\$800,000 class and collective action settlement on behalf of Pharmacists who were required to attend immunization trainings and certifications without compensation)

*Kwesi Jones, et al. v. Farmers Insurance Exchange*, Case No. BC412413 (Los Angeles County Superior Court) (\$3,900,000 class action settlement for unpaid wages resulting from pre-shift work on behalf of insurance claims adjusters)

*Richard Balint v. Paris LV Operating Co., LLC*, Case No. A-16-731891-C (Clark County, Nevada, District Court) (\$525,000 class and collective action settlement on behalf of employees who were classified as exempt from overtime)

*Christina John, et al. v. Caesars Enterprise Services*, Case No. A-16-743972-C (Clark County, Nevada, District Court) (\$1 million class and collective action settlement on behalf of call center employees who did not receive compensation for pre and post shift work activities)

*Randy Clayton, et al. v. On Demand Sedan Services, Inc.*, Case No. A-16-734923-C (Clark County, Nevada, District Court) (\$424,500 class and collective action settlement on behalf of limousine drivers were not incorrectly classified as exempt from overtime)

*Markus Levert, et al. v. Trump Ruffin Tower I, LLC d/b/a Trump International Hotel Las Vegas*, Case No. A-14-700559-C (Clark County, Nevada, District Court) (\$130,000 class and collective action settlement for off-the-clock violations)

*Brandy Welch, et al. v. Golden Gate Casino, LLC d/b/a Golden Gate Hotel & Casino*, Case No. 2:13-cv-01089-RFB-GWF (D. Nev.) (\$750,000 class and collective action settlement on behalf of casino employees who were not paid for training time, pre-shift activities, and who were not paid the correct overtime rate of pay)

*Jamye Berry v. Aria Resort & Casino, LLC*, Case No. 2:14-cv-01321-APG-VCF (D. Nev.) (\$860,000 class and collective action settlement on behalf of table games supervisors who were not paid overtime)

*Judith Smith v. Mandalay Corporation d/b/a Mandalay Bay Resort and Casino*, Case No. 2:14-cv-02158-APG-VCF (D. Nev.) (\$100,000 settlement on behalf of poker room employees who were required to perform work activities without compensation)

*Nicole McDonagh, et al. v. Harrah's Las Vegas, Inc.*, Case No. 2:13-cv-01744-CWH (D. Nev.) (\$850,000 class and collective action settlement on behalf of casino dealers who were required to attend pre-shift meetings off-the-clock)

*Darlene Lewis v. Nevada Property 1, LLC*, Case No. 2:12-cv-01564-RFB-GWF (D. Nev.) (\$9.75 million settlement on behalf of employees for pre-shift work activities)

*Raymond Sullivan, et al. v. Desert Palace, Inc. d/b/a Caesars Palace*, Case No. A-14-710505-C (Clark County, Nevada, District Court) (\$1.3 million collective and class action settlement on behalf of employees who picked up a cash bank off-the-clock)

*Raymond Sullivan, et al. v. Riviera Holdings Corp. dba Riviera Hotel and Casino*, Case No. 2:14-cv-00165-APG-VCF (D. Nev.) (\$690,000 collective and class action case on behalf of employees who used a cash bank)

*Tiffany Sargent, et al. v. HG Staffing, LLC, MEI-GSR Holdings LLC dba Grand Sierra Resort*, Case No. 3:13-cv-453-LRH-WGC (D. Nev.) (conditionally certified class of employees who worked off-the-clock, including employees who use a cash bank)

*Danielle Ficken, et al. v. New Castle Corp. dba Excalibur Hotel and Casino*, Case No. 2:13-cv-00600-APG-GWF (D. Nev.) (\$1.1 million collective and class settlement on behalf of employees who use a cash bank)

*Tenisha Martin, et al. v. Ramparts, Inc. dba Luxor Hotel and Casino*, 2:13-cv-00736-APG-VCF (D. Nev.) (\$1.3 million collective and class settlement on behalf of employees who use a cash bank)

*Dorothy Turk-Mayfield v. Wynn Las Vegas, LLC*, Case No. A-13-683389-C (Clark County, Nevada, District Court) (\$1.8 million class action settlement for off-the-clock banking activities)

*Darlene Lewis v. ARIA Resort & Casino, LLC*, Case No. A-12-663812-C (Clark County, Nevada, District Court) (\$1.39 million class action settlement for off-the-clock banking activities)

*Natalie Antionett Garcia, et al. v. American General Finance Management Corporation, et al.*, Case No. 09-CV-1916-DMG (OPx) (C.D. Cal.) (\$1.7 million class settlement improper payment of wages)

*Jeffrey Clewell v. Heavenly Valley Ltd*, Case No. 12-CV-00282-DC (Douglas County, Nevada, District Court) (\$625,000 class settlement for unpaid overtime and waiting time penalties)

*Salvador Duarte, et al. v. General Parts, Inc., et al.*, Case No. RG-13-670382 (Alameda County, California, Superior Court) (\$650,000 class action settlement for alleged off-the-clock violations)

*Victor Zapata v. M.C. Gill Corporation*, Case No. BC409066 (Los Angeles County, California, Superior Court) (reaching a \$1 million class settlement for improper rounding)

*Clarence Edwards v. Circus Circus Casinos, Inc.*, Case No. A-14-701172-C (Clark County, Nevada, District Court) (\$500,000 class action settlement for alleged off-the-clock violations)

*Pablo C. Martinez, et al. v. Victoria Partners, dba Monte Carlo Resort and Casino*, Case No. 2:14-cv-00144-APG-NJK (\$481,224 class action settlement for off-the clock banking violations and pre and post-shift meeting activities)



*Dominique Whitaker, et al. v. Countrywide Home Loans, Inc., et al.*, Case No. CV09-5898-CAS (PJWx) (C.D. Cal.) (\$7.5 million class action settlement for alleged off-the-clock violations).

### **Speaking Engagements**

Speaker, National Employment Lawyers Association (NELA) Wage and Hour Conference, *Navigating the Challenges in Representing Service Industry or “Tipped” Employees* (2017)

Speaker, South Lake Tahoe Family Resource Center, *Forum on Immigrant Rights in the Workplace* (2017)

Speaker, National Business Institute, *Human Resource Law*

### **Selected Publications**

Contributor, *Wage and Hour Laws: A State-by-State Survey* (3<sup>rd</sup> Ed.) (2016, 2018)

Co-Author, *Employer-Sponsored Wellness Programs: Should Your Employer Be The Boss of More Than Your Work Life?*, 38 Sw. L. Rev. 465 (2009)

### **Past Experience**

Associate, Thierman Law Firm (2010-2015)

Judicial Clerk, Nevada Supreme Court for the Honorable Ron D. Parraguirre (2008-2010)

Law Student Extern, Schonbrun DeSimone Seplow Harris & Hoffman LLP (2008)

Volunteer, Neighborhood Legal Services (NLS) Workers’ Rights Clinic

### **Admissions**

California (2008)

Nevada (2011)

USDC Northern District of California

USDC Southern District of California

USDC Central District of California

USDC District of Nevada

Sixth Circuit Court of Appeals

Ninth Circuit Court of Appeals

Eleventh Circuit Court of Appeals

United States Supreme Court

### **Education**

Southwestern School of Law, J.D., *cum laude* (2008)

University of Iowa, B.A., with honors in History (2001)

# **EXHIBIT B**

Itemization of Cost

**EXHIBIT B**

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## Thierman Law Firm, A Professional Corporation

05/25/20

## Job Profit Detail

April 1, 1901 through May 6, 2020

Date	Source Name	Memo	Account	Amount	Balance
<b>Wal-Mart adv. Evans</b>					
11/10/2010	Pacer Service Center		5092-19 · Pacer Ser...	-0.72	-0.72
02/04/2011	Pacer Service Center		5092-19 · Pacer Ser...	-0.32	-1.04
04/30/2011	Wal-Mart adv. Evans	Shipping boxes	6310 · Office Suppli...	-2.78	-3.82
07/22/2011	Southwest Airlines		5092-11 · Travel/Lo...	-431.40	-435.22
07/22/2011	Aria		5092-12 · Meals & E...	-122.08	-557.30
07/25/2011	Taxi		5092-11 · Travel/Lo...	-23.04	-580.34
07/25/2011	Aria		5092-11 · Travel/Lo...	-36.42	-616.76
07/26/2011	Aria		5092-11 · Travel/Lo...	-11.20	-627.96
07/28/2011	Southwest Airlines		5092-11 · Travel/Lo...	-432.00	-1,059.96
08/07/2011	PrivateTrials.com	Invoice 1427	5092-4 · Mediation ...	-1,525.00	-2,584.96
09/14/2012	Postmaster	Account No. 9...	6255 · Postage and ...	-18.95	-2,603.91
09/21/2012	Southwest Airlines		5092-11 · Travel/Lo...	-94.90	-2,698.81
10/05/2012	Venetian		5092-11 · Travel/Lo...	-438.71	-3,137.52
11/01/2012	Pacer Service Center		5092-19 · Pacer Ser...	-6.10	-3,143.62
12/12/2012	Southwest Airlines		5092-11 · Travel/Lo...	-415.60	-3,559.22
12/14/2012	Peppermill	With David M...	5092-12 · Meals & E...	-626.80	-4,186.02
12/14/2012	Taxi	Mark	5092-11 · Travel/Lo...	-46.80	-4,232.82
12/14/2012	Taxi	Mark	5092-11 · Travel/Lo...	-40.00	-4,272.82
12/15/2012	Meals	Mark - Golden...	5092-12 · Meals & E...	-25.98	-4,298.80
03/08/2013	LexisNexis	1052F6	5092-10 · Research ...	-112.61	-4,411.41
05/07/2013	Pacer Service Center		5092-19 · Pacer Ser...	-1.00	-4,412.41
06/10/2013	LexisNexis	1052F6	5092-10 · Research ...	-100.11	-4,512.52
06/22/2013	FedEx	1197-5568-9	5092-3 · Postage/M...	-20.81	-4,533.33
07/25/2013	Mark Thierman	Meeting with ...	5092-12 · Meals & E...	-69.36	-4,602.69
07/25/2013	Mark Thierman	Meeting with D...	5092-12 · Meals & E...	-249.75	-4,852.44
08/07/2013	Pacer Service Center		5092-19 · Pacer Ser...	-0.60	-4,853.04
08/07/2013	Pacer Service Center		5092-19 · Pacer Ser...	-6.70	-4,859.74
03/14/2014	Thomson West	Acct: 100010...	5092-10 · Research ...	-170.93	-5,030.67
03/14/2014	Thomson West	Acct: 100010...	5092-10 · Research ...	-8.26	-5,038.93
04/18/2014	Thomson West	Acct 1001047...	5092-10 · Research ...	-205.52	-5,244.45
08/13/2014	Courts/USDC-NV	Jasmin - waiti...	5092-7 · Filing & Ser...	-505.00	-5,749.45
11/04/2014	Pacer Service Center		5092-19 · Pacer Ser...	-0.30	-5,749.75
11/15/2014	FedEx	1197-5568-9	5092-1 · Faxes	-40.97	-5,790.72
12/02/2014	Braido's Deli-Cafe	Josh	5092-12 · Meals & E...	-9.64	-5,800.36
12/09/2014	Thomson West	Invoice 83061...	5092-10 · Research ...	-131.60	-5,931.96
12/09/2014	Thomson West	Account# 100...	5092-10 · Research ...	-387.22	-6,319.18
01/01/2015	Sierra Legal Duplica...	Invoice: DEC ...	5092-2 · Photocopie...	-484.89	-6,804.07
01/27/2015	FedEx	1197-5568-9	5092-3 · Postage/M...	-151.10	-6,955.17
Total Wal-Mart adv. Evans				-6,955.17	-6,955.17
<b>TOTAL</b>				<b>-6,955.17</b>	<b>-6,955.17</b>

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05/25/20

**Thierman Buck LLP**  
**Job Profit Detail**  
**December 1, 2014 through May 11, 2020**

Date	Source Name	Memo	Account	Amount	Balance
<b>Wal Mart adv Evans</b>					
02/03/2015	Pacer		5092-8 Pacer Resea...	-9.50	-9.50
03/16/2015	Sierra Legal Duplica...	Invoice: Mar 1...	5092-2 Copies	-102.30	-111.80
03/31/2015	FedEx		5092-3 Postage	-36.57	-148.37
05/04/2015	Pacer		5092-8 Pacer Resea...	-3.90	-152.27
05/18/2015	Thomson Reuters - ...	Account 1000...	5092-5 Westlaw Re...	-134.75	-287.02
05/18/2015	Thomson Reuters - ...	Account 1000...	5092-5 Westlaw Re...	-692.62	-979.64
05/18/2015	Thomson Reuters - ...	Account 1000...	5092-5 Westlaw Re...	-110.37	-1,090.01
07/07/2015	Meals	Josh- Heyday...	5092-12 Meals	-30.38	-1,120.39
07/07/2015	Meals	Josh- Cozmic ...	5092-12 Meals	-2.16	-1,122.55
07/07/2015	Fuel	Josh - Lake T...	5092-11 Travel	-52.11	-1,174.66
07/07/2015	Meals	Josh- subway	5092-12 Meals	-10.63	-1,185.29
09/08/2015	La Cucina		5092-12 Meals	-54.78	-1,240.07
12/18/2015	Thierman Law Firm	Sierra legal D...	5092-2 Copies	-484.89	-1,724.96
12/18/2015	Thierman Law Firm	FedEx	5092-3 Postage	-151.10	-1,876.06
07/07/2016	Meals	Josh Verde M...	5092-12 Meals	-12.30	-1,888.36
07/07/2016	Wireless service	Josh- comput...	5092-11 Travel	-6.90	-1,895.26
07/07/2016	Meals		5092-12 Meals	-147.26	-2,042.52
07/08/2016	Meals	Josh- Hogwash	5092-12 Meals	-44.47	-2,086.99
07/08/2016	Chevron		5092-11 Travel	-48.79	-2,135.78
07/08/2016	Starbucks		5092-12 Meals	-2.75	-2,138.53
07/08/2016	Meals	Josh- Blue Bo...	5092-12 Meals	-18.54	-2,157.07
07/08/2016	Meals		5092-12 Meals	-6.26	-2,163.33
07/08/2016	Hyatt Hotels		5092-11 Travel	-383.15	-2,546.48
07/08/2016	Wireless service	Mark - charging	5092-11 Travel	-5.00	-2,551.48
07/08/2016	Meals		5092-12 Meals	-45.01	-2,596.49
07/08/2016	Meals		5092-12 Meals	-45.70	-2,642.19
08/14/2016	Thomson Reuters - ...	Account 1000...	5092-20 West Law ...	-181.37	-2,823.56
09/12/2016	Bonanza Reporting	Invoice: 78641	5092-9 Court Report...	-410.30	-3,233.86
09/12/2016	Thomson Reuters - ...	Account 1000...	5092-5 Westlaw Re...	-80.32	-3,314.18
09/12/2016	Thomson Reuters - ...	Account 1000...	5092-5 Westlaw Re...	-38.29	-3,352.47
09/12/2016	Thomson Reuters - ...	Account 1000...	5092-5 Westlaw Re...	-16.50	-3,368.97
09/14/2016	Pinocchio's Bar and ...	Mark/Jasmin -...	5092-12 Meals	-79.02	-3,447.99
09/19/2016	La Cucina	Mark/Josh	5092-12 Meals	-54.78	-3,502.77
09/23/2016	Southwest Airlines		5092-11 Travel	-253.98	-3,756.75
09/23/2016	Alaska Air		5092-11 Travel	-125.00	-3,881.75
09/23/2016	Southwest Airlines		5092-11 Travel	-253.98	-4,135.73
09/28/2016	Southwest Airlines		5092-11 Travel	22.00	-4,113.73
09/28/2016	Hotels.com		5092-11 Travel	-166.86	-4,280.59
09/28/2016	Meals		5092-12 Meals	-171.68	-4,452.27
09/28/2016	Travel		5092-11 Travel	-9.98	-4,462.25
09/29/2016	Meals		5092-12 Meals	-102.74	-4,564.99
09/29/2016	Meals		5092-12 Meals	-50.77	-4,615.76
09/29/2016	Uber		5092-11 Travel	-19.61	-4,635.37
09/30/2016	Hotel		5092-11 Travel	-30.80	-4,666.17
09/30/2016	Uber		5092-11 Travel	-18.17	-4,684.34
09/30/2016	Uber		5092-11 Travel	-33.02	-4,717.36
09/30/2016	Hotel		5092-11 Travel	-30.80	-4,748.16
09/30/2016	Travel		5092-11 Travel	-10.40	-4,758.56
10/04/2016	The Grill	Mark/Josh	5092-12 Meals	-76.48	-4,835.04
10/07/2016	Thierman Buck LLP	Evans v Wal...	4110 - Reimbursed ...	203.20	-4,631.84
10/10/2016	Katherine Eismann	VOID: Re: W...	5092-18 Depositions...	0.00	-4,631.84
10/10/2016	Katherine Eismann	VOID: Re: W...	5092-18 Depositions...	0.00	-4,631.84
10/10/2016	Katherine Eismann	Re: Wal Mart ...	5092-18 Depositions...	-87.00	-4,718.84
10/22/2016	Thomson Reuters - ...	Account 1000...	5092-5 Westlaw Re...	-76.24	-4,795.08
10/22/2016	Thomson Reuters - ...	Account 1000...	5092-5 Westlaw Re...	-265.61	-5,060.69
10/22/2016	Thomson Reuters - ...	Appeal	5092-5 Westlaw Re...	-10.71	-5,071.40
10/25/2016	FedEx		5092-3 Postage	-23.21	-5,094.61
10/26/2016	Los Compadres	Mark/Josh	5092-12 Meals	-27.87	-5,122.48
11/07/2016	Pacer		5092-8 Pacer Resea...	-3.70	-5,126.18
11/07/2016	Pacer		5092-8 Pacer Resea...	-5.20	-5,131.38
11/20/2016	Thomson Reuters - ...	Account 1000...	5092-5 Westlaw Re...	-147.43	-5,278.81
11/20/2016	Thomson Reuters - ...	Account 1000...	5092-5 Westlaw Re...	-82.66	-5,361.47
12/05/2016	The Grill	Mark/Josh	5092-12 Meals	-59.55	-5,421.02
01/03/2017	Meals	Josh	5092-12 Meals	-53.06	-5,474.08
01/08/2017	David A. Rotman	File No. 1771...	5092-17 Mediation	-5,375.00	-10,849.08
01/09/2017	Southwest Airlines		5092-11 Travel	-339.88	-11,188.96
01/12/2017	Hotels.com		5092-11 Travel	440.72	-10,748.24

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05/25/20

**Thierman Buck LLP**  
**Job Profit Detail**  
**December 1, 2014 through May 11, 2020**

Date	Source Name	Memo	Account	Amount	Balance
01/12/2017	Hotels.com		5092-11 Travel	275.82	-10,472.42
01/12/2017	Hotels.com		5092-11 Travel	-716.54	-11,188.96
01/12/2017	Southwest Airlines		5092-11 Travel	-339.88	-11,528.84
01/13/2017	Southwest Airlines		5092-11 Travel	339.88	-11,188.96
01/13/2017	Southwest Airlines		5092-11 Travel	339.88	-10,849.08
01/25/2017	Thomson Reuters - ...	Account 1000...	5092-5 Westlaw Re...	-34.46	-10,883.54
02/02/2017	Southwest Airlines		5092-11 Travel	-345.90	-11,229.44
02/07/2017	Pacer		5092-8 Pacer Resea...	-3.80	-11,233.24
02/07/2017	Pacer		5092-8 Pacer Resea...	-3.20	-11,236.44
02/07/2017	Southwest Airlines		5092-11 Travel	345.90	-10,890.54
02/07/2017	Southwest Airlines		5092-11 Travel	-329.88	-11,220.42
02/08/2017	Uber		5092-11 Travel	-40.73	-11,261.15
02/08/2017	Meals		5092-12 Meals	-5.77	-11,266.92
02/08/2017	Meals		5092-12 Meals	-56.76	-11,323.68
02/08/2017	Meals		5092-12 Meals	-6.50	-11,330.18
02/08/2017	Starbucks		5092-12 Meals	-2.95	-11,333.13
02/08/2017	Meals		5092-12 Meals	-1.08	-11,334.21
02/09/2017	Uber		5092-11 Travel	-12.74	-11,346.95
02/09/2017	Uber		5092-11 Travel	-31.81	-11,378.76
02/09/2017	Meals		5092-12 Meals	-3.76	-11,382.52
02/09/2017	Hotel		5092-11 Travel	-156.94	-11,539.46
02/09/2017	Starbucks		5092-12 Meals	-4.57	-11,544.03
02/12/2017	Taxi	South Tahoe ...	5092-11 Travel	-29.75	-11,573.78
03/01/2017	Thomson Reuters - ...	Account 1000...	5092-5 Westlaw Re...	-59.01	-11,632.79
03/01/2017	Thomson Reuters - ...	Account 1000...	5092-5 Westlaw Re...	-139.30	-11,772.09
03/22/2017	Josh Buck	Reimburse ca...	5092-11 Travel	-20.03	-11,792.12
03/22/2017	Thomson Reuters - ...	Account 1000...	5092-5 Westlaw Re...	-71.02	-11,863.14
03/22/2017	Thomson Reuters - ...	Account 1000...	5092-5 Westlaw Re...	-65.47	-11,928.61
05/05/2017	Pacer		5092-8 Pacer Resea...	-1.80	-11,930.41
06/02/2017	Thomson Reuters - ...	Account 1000...	5092-5 Westlaw Re...	-25.17	-11,955.58
09/13/2017	Thomson Reuters - ...	Account 1000...	5092-5 Westlaw Re...	-17.56	-11,973.14
10/03/2017	Stamps.com		5092-3 Postage	-1.50	-11,974.64
01/03/2018	FedEx		5092-3 Postage	-59.37	-12,034.01
05/07/2018	Pacer		5092-8 Pacer Resea...	-4.60	-12,038.61
07/19/2018	The Grill	Mark/Josh	5092-12 Meals	-86.04	-12,124.65
07/31/2018	Meals	Josh w/Mar	5092-12 Meals	-48.82	-12,173.47
10/22/2018	Meals	Josh	5092-12 Meals	-3.41	-12,176.88
10/22/2018	Taxi	Mark	5092-11 Travel	-52.86	-12,229.74
10/23/2018	Reno-Tahoe Airport	Josh	5092-6 Parking	-27.00	-12,256.74
10/23/2018	Reno-Tahoe Airport	mark	5092-6 Parking	-16.00	-12,272.74
10/23/2018	Meals	Mark	5092-12 Meals	-26.60	-12,299.34
10/23/2018	Taxi	Mark	5092-11 Travel	-13.72	-12,313.06
10/24/2018	PrivateTrials.com	Invoice 3603	5092-17 Mediation	-3,525.38	-15,838.44
10/24/2018	Uber	Josh	5092-11 Travel	-19.55	-15,857.99
10/24/2018	Meals	Mark	5092-12 Meals	-36.16	-15,894.15
12/13/2018	Thomson Reuters - ...	Account 1000...	5092-5 Westlaw Re...	-11.72	-15,905.87
12/13/2018	Thomson Reuters - ...	Account 1000...	5092-5 Westlaw Re...	-263.24	-16,169.11
12/13/2018	Thomson Reuters - ...	Account 1000...	5092-5 Westlaw Re...	-399.47	-16,568.58
02/22/2019	Thomson Reuters - ...	Invoice: 8389...	5092-5 Westlaw Re...	-112.83	-16,681.41
10/10/2019	Thomson Reuters - ...	Account 1000...	5092-5 Westlaw Re...	-75.86	-16,757.27
04/04/2020	Thomson Reuters - ...	Account 1000...	5092-5 Westlaw Re...	-29.99	-16,787.26
Total Wal Mart adv Evans				-16,787.26	-16,787.26
<b>TOTAL</b>				<b>-16,787.26</b>	<b>-16,787.26</b>